

EXHIBIT 1

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA**

Susan Dress, Amy Edwards and Stephanie Barnett, on
behalf of themselves and all others similarly situated,

Plaintiffs,

v.

Capital One Bank (USA), N.A.,

Defendant.

CASE NO. 1:19-CV-00343 LO-IDD

**DECLARATION OF JASON S. RATHOD IN OPPOSITION TO CAPITAL ONE'S
MOTION TO DISMISS**

I, Jason S. Rathod, declare as follows:

Attached as Exhibit 1 is a true and correct copy of the letter sent via certified by mail on
or around March 28, 2018 by Plaintiffs' counsel Patrick J. Sheehan to Richard Fairbanks,
Chairman and Chief Executive Officer of Capital One Bank (USA), N.A.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
and correct.

Executed on June 25, 2019 in Washington D.C.

/s/ Jason S. Rathod
Jason S. Rathod

EXHIBIT 1

To Declaration of Jason S. Rathod



Patrick J. Sheehan
Direct Dial: (617) 573-5118
psheehan@whatleykallas.com

**DEMAND FOR RELIEF
PURSUANT TO MASSACHUSETTS GENERAL LAWS, CHAPTER 93A**

March 28, 2018

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Richard Fairbank, Chairman and
Chief Executive Officer
Capital One Bank (USA), N.A.
1680 Capital One Drive
McLean, VA 22102-3491

Dear Sir,

This is a formal demand letter sent to you in your capacity as Chairman and Chief Executive Officer of Capital One Bank (USA), N.A. (“Capital One”) pursuant to Massachusetts General Laws, Chapter 93A, § 9. I represent Susan Dress (“Claimant”), individually and as proposed representative of a class of persons similarly situated (the “Class”). You are receiving this letter based on unfair methods of competition and unfair and deceptive acts and practices in trade or commerce committed by Capital One.

The following information is provided to you pursuant to the above-cited statute.

The Claimant:

Claimant is a resident of Leominster, Massachusetts.

The Class:

Claimant asserts the claims set forth herein on behalf herself and all members of a class (the “Class”) comprised of all individuals to whom Massachusetts law applies and who were charged interest on amounts that were paid in full before the due date.

Unfair and Deceptive Acts and Practices:

Capital One has, at all material times, provided consumers a grace period to pay their credit card balances. This grace period is promised to consumers in both their Capital One Credit Card Agreement and in the disclosures on the back of their monthly statements. But unlike other major credit card companies, Capital One fails to tell consumers they can lose their grace period on all future transactions by failing to pay off their balance in full in a prior month. As a result,

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and contrary to Capital One's representations, consumers are charged interest on amounts that are paid in full by the due date.

These unfair and deceptive acts and practices are declared unlawful by Massachusetts General Laws, Chapter 93A, § 2.

Injuries Suffered:

As a result of these unfair and deceptive acts and practices, Claimant and members of the Class have suffered injury by incurring interest charges on credit card balances paid in full by the due date. Claimant cannot determine the dollar amount of damages suffered by Claimant and the Class without discovery. Since Capital One has exclusive possession of the information required to determine the amount of damages suffered by Claimant and the Class, Capital One should be able to make a reasonable tender of class-wide settlement. Alternatively, Claimant and Class members are entitled to statutory damages in the sum of \$25 for each Class member, pursuant to Chapter 93A, § 9(3).

Demands For Relief:

Claimant, on behalf of herself and other members of the putative Class, demands that Capital One:

- (1) cease engaging in unfair and deceptive practices in connection with the charging of interest on credit card balances paid in full by the due date;
- (2) pay damages to Claimant and the Class members;
- (3) pay minimum, statutory damages in amount of \$25 per violation to Claimant and Class members if that amount exceeds the amount described in the paragraph above; and
- (4) reimburse Claimant and Class members for their expenses and reasonable attorneys' fees.

Please be advised that Capital One has 30 days to make a reasonable offer of class-wide relief. If Capital One fails to make a reasonable offer, Claimant files a Massachusetts General Laws, Chapter 93A, § 9 claim in a lawsuit, and conduct is found to be unfair and/or deceptive, Claimant and the Class will be awarded their damages and attorneys' fees and costs. Further, if the Court determines that Capital One's conduct was willfully or knowingly unfair and/or deceptive, the Court must award Claimant and the Class up to three times, but not less than two times, their actual or statutory damages. This letter is intended to foster a reasonable settlement of all claims made by Claimant, individually and on behalf of the members of the Class.

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If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick J. Sheehan", with a stylized flourish at the end.

Patrick J. Sheehan